

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

VINCENT TOTH,

Plaintiff,

v.

**PORTFOLIO RECOVERY ASSOCIATES,
LLC,**

Defendant.

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CASE NO. 2:20-cv-01327-NBF

OFFER OF JUDGMENT

Pursuant to Fed. R. Civ. P. 68, Defendant Portfolio Recovery Associates, LLC hereby serves an offer to allow judgment to be taken against it and in favor of Plaintiff, Vincent Toth, as follows:

1. PRA makes this Offer of Judgment as to all claims set forth in Plaintiff's Complaint (document number ECF 1-2, originally docketed to case no. 2:20-cv-01344-CRE).

2. This Offer is being made to Plaintiff only.

3. Judgment shall be entered against PRA in the total amount of **ONE THOUSAND AND ONE DOLLARS** (\$1,001.00), as follows: **ONE THOUSAND DOLLARS** (\$1,000.00) for statutory damages under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*; and **ONE DOLLAR** (\$1.00) for any and all other claims, causes of action, and damages asserted against PRA in Plaintiff's Complaint.

4. In addition, the Judgment entered against PRA shall include an amount for Plaintiff's reasonable attorney's fees and costs incurred in connection with Plaintiff's prosecution of the claims alleged against PRA through the date of Plaintiff's acceptance of this Offer, in an amount to be agreed upon by counsel or, alternatively, as determined by the Court.

5. This Offer is made solely for the purposes specified in Fed. R. Civ. P. 68 and is not an admission of liability by PRA.

6. In accordance with Rule 68, if this Offer is not accepted by Plaintiff within fourteen (14) days after service of this Offer, the Offer shall be deemed withdrawn and evidence of this

Offer will be inadmissible except in any proceeding to recover costs. If this Offer is not accepted by Plaintiff and the judgment finally obtained by Plaintiff is not more favorable than this Offer, Plaintiff must pay all of his costs and attorney's fees incurred after service of this Offer, as well as PRA's costs as allowed by the rules of this District.

Accepted: /s/ Joshua P. Ward
c/o Vincent Toth

Date: 12/18/2020

MESSER STRICKLER, LTD.

By: /s/ Lauren M. Burnette
LAUREN M. BURNETTE, ESQUIRE
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lburnette@messerstrickler.com
Counsel for Defendant

Dated: December 4, 2020

CERTIFICATE OF SERVICE

I certify that on December 4, 2020 a true copy of the foregoing document was served as follows:

By Email and U.S. Mail, postage prepaid:

Joshua Ward
Kyle Steenland
The Law Firm of Fenters Ward
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Counsel for Plaintiff

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